

**DONATION AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF THE  
MAYWOOD AVENUE PARK**

This Donation Agreement for Development and Construction of the Maywood Avenue Park ("Agreement") is entered as of February 9, 2010, by and between The Trust for Public Land ("TPL"), a California non-profit public benefit corporation, and the Community Development Commission of the City of Maywood (the "CDC"), a California public agency, acting by and through its Building and Planning Department. CDC and TPL are sometimes collectively referred to as "Parties" in this Agreement.

**RECITALS**

A. TPL, through its Parks for People initiative seeks to build great parks which strengthen communities and which increase park access and related health benefits, particularly in areas which are under-served by existing parks and recreation facilities.

B. The CDC owns a vacant parcel of land (the "Property") in fee simple with no liens thereupon and is legally described in Exhibit A attached hereto. The CDC would like this Property turned into a park by TPL whereupon the CDC would commit to maintaining this park for the benefit of the community.

C. This Agreement shall be subject to and contingent upon successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds from different potential funding sources in support of the development and construction of recreational facilities and other improvements ("Improvements") to be built upon the Property. TPL shall coordinate the development and construction of a park on the Property. The CDC owns the Property.

D. TPL expects that the Statewide Park Development and Community Revitalization Program of 2008 may be the best source of grant funds for the development and construction of Improvements and the CDC is aware of and willing to commit to the land tenure requirements of the program.

E. TPL and CDC now wish to enter into this Agreement to establish the terms whereby TPL shall donate to the CDC the installation of the Improvements on the Property.

In consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that TPL's ability to install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon grant money being awarded for the installation of the Improvements. Accordingly, TPL will initially use its good faith efforts to apply for grants, and CDC shall use its good faith efforts to cooperate with TPL in the grant application process.

(a) Grant Applications. TPL shall lead the grant application process. CDC shall cooperate in the grant application process and shall have an opportunity to review and comment upon grant applications. TPL shall determine in whose name to apply for grant and, if a grant is awarded to CDC rather than TPL then CDC shall promptly submit invoices under the grant at TPL's behest as the improvements are being constructed. If instead the grant is in TPL's name then CDC commits to taking an assignment of any Grant Agreement at the time the Acceptance Letter is issued (as defined below) and upon CDC's acceptance of the Improvements. The grant applications shall make clear that CDC is the owner of the Property and will be the long-term steward of the Improvements after they are completed by TPL and the Contractor (defined below).

(b) Incorporation by Reference. The terms of TPL's installation of the improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement. The terms of any Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

(c) Land Tenure Requirement. CDC will be the long term steward of the park site once the Improvements are built on the Property. CDC understands that grant funding will be sought from the Statewide Park Development and Community Revitalization Program of 2008. Consistent with the remainder of this Section 1, CDC explicitly recognizes that TPL will be relying upon the CDC, as owner of the Property, to fulfill the twenty or thirty year land tenure requirement of long term stewardship of the Property and Improvements. This twenty or thirty year land tenure requirement may be renewed by TPL or CDC, however this renewal clause shall be non-binding upon the CDC unless CDC is willing to renew at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Statewide Park Development and Community Revitalization Program of 2008 to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of TPL and CDC are attached hereto as Exhibits D and E, and each will be adopted by the respective board in substantially that form before the Proposition 84 Statewide Park Program grant applications are submitted for constructing Improvements on the Property as contemplated in this Agreement. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B. More information is set forth online at: [http://www.parks.ca.gov/?Page\\_id=26025](http://www.parks.ca.gov/?Page_id=26025) and [http://www.parks.ca.gov/pages/1008/files/spp\\_application\\_guide\\_2009.pdf](http://www.parks.ca.gov/pages/1008/files/spp_application_guide_2009.pdf).

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated survive the termination of this Agreement, the Term shall expire on the date upon which the CDC executes a letter accepting the Improvements as described in Section 12 below, or upon such earlier date as CDC or TPL terminates this Agreement in accordance with Section 17 below. CDC is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by

TPL and accepted by CDC prior to expiration of any performance period specified in any Grant Agreement, and CDC shall cooperate with TPL in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement.

3. Development of Plans and Specifications. TPL, at its own expense and at no cost to CDC, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement and (ii) the desires of the CDC and the community as a whole as gleaned through TPL-sponsored public workshops and other community outreach efforts. Following CDC's review and approval of the conceptual plan, TPL shall prepare detailed final plans and specifications ("Plans and Specifications"), for CDC's review and approval. TPL will provide three (3) sets of the Plans and Specifications to CDC signed by a licensed landscape architect.

4. Right of Entry. During the Term, CDC shall allow TPL, its employees and agents, full and unrestricted access to the Property to install the Improvements at no cost to TPL. During the Term, CDC gives TPL full authority to construct, operate, and maintain the project of installing the Improvements on the Property in accordance with the Plans and Specifications and the terms of any Grant Agreements.

5. Selection of a Contractor: Installation of the Improvements. TPL will select a contractor ("Contractor") to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement.

6. Payments. TPL will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to the CDC, in accordance with the terms of any Grant Agreement.

7. Construction Management. TPL and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. CDC staff will participate in the scheduled progress meetings to keep abreast of construction activity and to insure that work follows approved Plans and Specifications.

8. Construction Inspections. CDC will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, CDC staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 12.

9. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the CDC in connection with the construction or opening celebration of the improvements, TPL shall pay (and/or obtain a waiver from CDC) of all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

10. Indemnification.

(a) During the Term of this Agreement until the issuance by CDC of the Acceptance Letter pursuant to Section 12 of this Agreement, TPL shall indemnify and save harmless the CDC, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of CDC or whether liability without fault is imposed or sought to be imposed on CDC, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of CDC, its officers, agents or employees. The indemnity obligations described in this Section 10(a) shall survive expiration of this Agreement. In addition to TPL's obligation to indemnify the CDC, TPL specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CDC from any claim that actually or potentially falls within this indemnification provision.

(b) Following issuance by CDC of the Acceptance Letter pursuant to Section 12 of this Agreement, the CDC shall indemnify and save harmless TPL and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of TPL or whether liability without fault is imposed or sought to be imposed on TPL, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of TPL, its officers, agents or employees. The indemnity obligations described in this Section 10(b) shall survive expiration of this Agreement. In addition to the CDC's obligation to indemnify TPL, the CDC specifically acknowledges and agrees that it has an immediate and independent obligation to defend TPL from any claim that actually or potentially falls within this indemnification provision.

11. Insurance. During the Term, TPL shall maintain the insurance coverage required under any of the Grant Agreements. In addition the general liability and automobile liability policies of such coverage shall contain, or be endorsed to contain, the following provisions:

- a. The CDC, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TPL during the Term; and with respect to liability arising out of work or operations

performed by or on behalf of TPL during the Term, including materials, parts or equipment furnished in connection with such work or operations.

- b. For any claims related to this agreement, TPL's insurance coverage shall be primary insurance with respect to the CDC, its officers, agents and employees.
- c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

12. Final Acceptance. Upon notice from TPL that the Improvements have been installed in accordance with the Plans and Specifications, CDC shall, within ten (10) working days of such notice, perform a final inspection; provided, however, that TPL shall not deliver such notice to CDC until TPL has: (1) obtained all necessary regulatory approvals, (2) submitted to the CDC the completed Punch List prepared by CDC pursuant to Section 8, (3) submitted to the CDC the waivers and releases and assignments required under Section 14 of this Agreement. If the CDC's final inspection discloses any deficiencies, CDC shall prepare a new Punchlist for completion by TPL and Contractor. Upon CDC's inspection and decision to accept the work, CDC will, no later than seven (7) days following CDC's final inspection, prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL. Upon receipt of the Acceptance Letter, TPL shall immediately remove all of its property from the Property and shall repair, at TPL's cost, any damage to the Property caused by such removal or caused by TPL's construction activities on the Property, and shall, subject to the Plans and Specifications, restore the Property to its condition prior to construction of the Improvements. Within thirty (30) days following delivery of the Acceptance Letter, CDC shall provide TPL with a resolution from the CDC accepting the Improvements as a "gift-in-place" from TPL. Prior to delivery by the CDC of (1) the Acceptance Letter to TPL, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 13 below, the CDC shall not allow public use of the Property or Improvements.

13. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), e.g., provisions pertaining to accepted uses and maintenance of the Property, extend beyond installation of the Improvements by TPL and acceptance thereof by CDC. Accordingly, CDC's delivery of the Acceptance Letter shall also constitute CDC's assumption and acceptance of TPL's obligations as grantee of any Grant Agreement. Specifically, and without limitation, CDC shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use of the Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Statewide Park Development and Community Revitalization Program of 2008 Grant Agreement is awarded for installing Improvements on the Property. TPL and CDC each agree to execute any assignment and assumption of any Grant Agreement once the CDC has delivered the Acceptance Letter to TPL.

14. Delivery of Improvements. Following Final Acceptance by CDC, TPL shall deliver the Improvements free of all liens, easements or potential claims and shall provide CDC fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against the CDC, its employees and agents. TPL shall assign to the CDC any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. TPL shall also assign to the CDC the right to any available remedies for latent defects. TPL shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.

15. Signage. CDC agrees that TPL shall have the right to erect informational plaques or signs on the Property, detailing proper use of improvements and acknowledging the contributions of TPL, the grantors under any Grant Agreements, and Contractor, subject to the prior approval of CDC and contingent upon the receipt of all necessary approvals pursuant to normal CDC procedures. Signage shall be installed by TPL during installation of the Improvements or by the CDC following Final Acceptance, in accordance with the requirements of any Grant Agreement.

16. Publicity. No public announcement concerning the existence of or the terms of this Agreement shall be made, either directly or indirectly by CDC, without the prior approval of TPL with respect to the nature, text, and timing of such announcement(s), except as may be legally required by applicable laws, regulations, or judicial order. CDC shall not issue any press release, make any public announcement or hold any event regarding or construction of the Improvements, without first obtaining the prior written approval of TPL with respect to the nature, text and timing of such press release or announcement. Moreover, to the extent stipulated in any Grant Agreement, CDC shall duly notify any grantors prior to any public or media event publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.

17. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that TPL shall have a period of 15 business days from the date of written notice from CDC of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by TPL, CDC shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity. TPL shall have the right to terminate this Agreement, if,



despite TPL's good faith efforts, TPL is unable to secure grant funding for the installation of the development and construction of the Improvements on the Property. If TPL successfully completes the installation of the Improvements on the Property and receives the Acceptance Letter from the CDC then this Agreement shall specifically not be terminable by CDC with respect to any continuing obligations of CDC, as successor grantee, under any Grant Agreements, including the land tenure requirement if a Statewide Park Development and Community Revitalization Program of 2008 Grant Agreement is in place.

18. Use and Maintenance of Property and Improvements. CDC may only use the Property and Improvements in a manner which is consistent with the terms of any Grant Agreement, and CDC assumes the obligations for use and maintenance of the Property and the Improvements for the time and in the manner specified in any Grant Agreement. CDC shall make no other use or sale or other disposition of the Property, except as authorized by any Grant Agreement. This Agreement shall not prevent the transfer of the property from the CDC to another public agency, if the successor public agency assumes the obligations imposed by any Grant Agreement to the satisfaction of the grantor.

19. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, CDC agrees to execute (with notarized signatures) and deliver to TPL an original memorandum or notice of any such Grant Agreement. TPL may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.

20. CEQA Compliance. CDC shall provide an Environmental Compliance Certification Form, Exhibit C, which certifies the Project is in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA).

21. Miscellaneous.

(a) This Agreement may be amended or modified only in a writing signed by TPL and CDC.

(b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.

(c) All actions described herein including but not limited to the construction of the Improvements on the Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the CDC's charter, its municipal code and applicable state and federal laws, building codes and regulations.

(d) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the CDC hereunder may be made by the CDC Manager or his or her designee in his or her sole and absolute discretion.

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement for Development and Construction of the Maywood Avenue Park to be executed as of the date first written above.

<b>THE TRUST FOR PUBLIC LAND</b>  By: <u><i>Roger Hoefler</i></u> Roger Hoefler, Director Western Division  Date: <u>2-25-2010</u>	<b>COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF MAYWOOD</b>  By: <u><i>Paul Philips</i></u> Paul Philips, Interim Executive Director  Date: _____ Approved as to form: _____  <u><i>Marcy Martinez</i></u> Marcy Martinez, General Counsel
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**Exhibit A**  
**Description of Property**

**THE NORTH HALF OF LOT 940 OF TRACT NO. 3468, IN THE CITY OF MAYWOOD,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN  
BOOK 37 PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
COUNTY.**

## **Exhibit B**

### **Land Tenure Requirements**

#### **Land Tenure Requirement**

For PROJECT property that is owned by or leased to the APPLICANT, either #1, #2, #3, or #4 below must be provided to meet the land tenure requirement.

The purpose of the land tenure requirement in #1 below is to verify that the APPLICANT owns the PROJECT SITE. If the APPLICANT does not have ownership, adequate tenure is verified by meeting the requirements in #2, #3, or #4 below.

The land tenure requirements below are not required for acquisition.

**1. If the PROJECT site is owned in fee simple by the APPLICANT:**

- Provide a copy of the deed, or the deed recordation number, or a title search, or a current county assessor's parcel map showing that the APPLICANT is the land owner.

**2. If the PROJECT site is not owned in fee simple by the APPLICANT, and the APPLICANT and land owner have a land tenure agreement that meets all of the requirements shown on the Land Tenure Form (page 23):**

- A. Provide the Land Tenure Form (page 23). The Form lists the land tenure agreement requirements between the APPLICANT and the land owner.
- B. Provide a copy of the land tenure agreement between the APPLICANT and the land owner, such as the lease, joint powers agreement, easement, memorandum of understanding, or other document, and highlight the sections that meet the requirements listed in the Land Tenure Form.

**3. If the PROJECT site is not owned in fee simple by the APPLICANT and the APPLICANT cannot meet the 20 or 30 year term requirement as described in the "Term of Agreement" item in the Land Tenure Form (page 23).**

If an APPLICANT cannot meet the 20 or 30 year term requirement at the time of APPLICATION, provide:

- A and B as explained in #2 above, and the following:
- a letter from the landowner which:
  - States the landowner's policy prohibiting long term land tenure agreements.
  - Describes the long standing use of the property by the APPLICANT.
  - States a commitment to continue to renew the land tenure agreement with the APPLICANT in incremental periods to satisfy the 20 or 30 year land tenure term requirement, absent any unforeseen circumstances.
- A letter from the APPLICANT signed by its AUTHORIZED REPRESENTATIVE which:

- Agree to renew the land tenure agreement with the landowner in incremental periods to satisfy the 20 or 30 year land tenure term requirement.

OPR expects the GRANTEE to fully comply with the Use of Facilities terms of the CONTRACT (see the CONTRACT provisions in the GRANT ADMINISTRATION GUIDE). If the landlord does not renew a lease, and the GRANTEE cannot comply with the time period stated in the CONTRACT, OPR may hold the GRANTEE in breach of CONTRACT.

4. If the PROJECT site is not owned in fee simple by the APPLICANT and the land tenure agreement is not signed at the time of APPLICATION:

When an APPLICANT does not have a signed land tenure agreement at the time of APPLICATION, provide:

- \* A and B as explained in #2 above, and letters from the APPLICANT and the landowner in which each commits to sign the proposed land tenure agreement should the GRANT be awarded.

If OPR sends a letter at the end of the competitive process stating that the GRANT will be awarded, the APPLICANT must send a signed land tenure agreement to OPR before the GRANT CONTRACT can be signed by OPR.

### Land Tenure Form

APPLICANTS must complete this form when the PROJECT does not involve ACQUISITION and the site is not owned by the APPLICANT in fee simple. Indicate the page numbers where the following information can be found in the agreement.

- ☐ **Type of agreement:** \_\_\_\_\_
- Identify the type of agreement, such as a lease, joint powers agreement, easement, memorandum of understanding, etc.
- ☐ **Parties to the signed agreement**..... Found on page(s) \_\_\_\_\_
- Highlight the sections which identify the parties to the agreement.
  - The agreement must be signed by all parties.
- ☐ **Term of the agreement**..... Found on page(s) \_\_\_\_\_
- All GRANT amounts up to \$1,000,000 require at least 20 years of land tenure.
  - All GRANT amounts greater than \$1,000,000 require at least 30 years of land tenure.
  - OGALS will start counting the 20 or 30 year land tenure requirement from the APPROPRIATION DATE.
- ☐ **Renewal clause** ..... Found on page(s) \_\_\_\_\_
- The renewal clause must include an option (which can be non-binding) for the APPLICANT/GRANTEE to renew the agreement beyond the original 20 or 30 year term requirement.
- ☐ **Termination (revocability)**..... Found on page(s) \_\_\_\_\_
- Any of the following is acceptable:
- No termination clause - the agreement is non-revocable.
  - The termination clause may specify that the agreement is revocable for breach of the agreement/for cause.
  - The termination clause may specify that the agreement is revocable by mutual consent.
- The following is not acceptable: A termination clause that allows the land owner to revoke the agreement without cause (at will) will not be approved.
- ☐ **Site Control Roles and Responsibilities** ..... Found on page(s) \_\_\_\_\_
- The APPLICANT must have the authority to construct, operate, and maintain the PROJECT in accordance with the CONTRACT provisions.
- ☐ **Roles and responsibilities**..... Found on page(s) \_\_\_\_\_
- The agreement must authorize the APPLICANT to proceed with the construction PROJECT. The APPLICANT may delegate construction to other entities.
  - The agreement gives APPLICANT permission to operate the PROJECT site (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities.
  - The agreement identifies which entity is responsible for maintenance of the PROJECT site. Entities other than the APPLICANT may have this role.

**Exhibit C**

**Environmental Compliance Certification Form  
California Environmental Quality Act (CEQA) and/or  
National Environmental Policy Act (NEPA)**

**Grantee/Applicant:** Community Development Commission of the City of Maywood  
**Project Name:** Maywood Avenue Park

**Project Address:**

**When was CEQA/NEPA analysis completed for this project? Date**

**What document(s) was filed for this project's CEQA analysis: (check all that apply)**

- ☐ Initial Study   ☐ Notice of Exemption   ☐ Negative Declaration   ☐ Mitigated  
Negative Declaration  
☐ Environmental Impact Report   ☐ Other:

**Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.**

**What document(s) was filed for this project's NEPA analysis: (check all that apply)**

- ☐ Categorical Exclusion Determination   ☐ Environmental Assessment/Finding of  
no Significant Impact (EA/FONSI)   ☐ Environmental Impact Statement  
(EIS)/Notice of Availability  
☐ Other:

**Please attach the Categorical Exclusion Determination or the FONSI or a Notice of Availability. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with NEPA and noting the date that the project was approved by the Lead Agency.**

**Lead Agency Contact Information:**

**Agency Name:** \_\_\_\_\_ **Contact Person:**

**Mailing Address:**

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Email:**



**Certification:**

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction.

I certify that the CEQA/NEPA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
Date



**Exhibit D**

**RESOLUTION OF THE PROJECT REVIEW COMMITTEE  
OF THE TRUST FOR PUBLIC LAND**

**Approving the application for STATEWIDE PARK PROGRAM GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

**WHEREAS**, the applicant will enter into a contract with the State of California to complete the grant scope project;

**NOW, THEREFORE, BE IT RESOLVED** that the Project Review Committee of The Trust for Public Land under authority delegated to it by the Board of Directors and the President of The Trust for Public Land:

1. Certifies that the Community Development Commission of the City of Maywood, as title owner, will provide operational site control to applicant, The Trust for Public Land, for the completion of the Maywood Avenue Park Project, City of Maywood, County of Los Angeles, California (the "Maywood Avenue Park Project"), pursuant to the grant scope;
2. Certifies that The Trust for Public Land or the landowner has or will have available, prior to commencement of any work on the Maywood Avenue Park Project included in this application, the sufficient funds to complete the Maywood Avenue Park Project;
3. Certifies that The Trust for Public Land intends to transfer the grant contract obligations to the Community Development Commission of the City of Maywood upon the State of California's approval of the transfer of these grant obligations and The Trust for Public Land's successful completion of the development Maywood Avenue Park Project, should the grant be awarded;
4. Certifies that The Trust for Public Land will comply with all land tenure rules until the State approves the transfer of title and/or grant contract obligations to the Community Development Commission of the City of Maywood;
5. Certifies that The Trust for Public Land has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;

6. Delegates the authority to its California State Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2010. I, the undersigned and a duly elected and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation, hereby certify that the foregoing resolution was duly adopted in accordance with the Bylaws of The Trust for Public Land by the Project Review Committee, under delegation to it by the Board of Directors and the President of The Trust for Public Land, at a special meeting of said Project Review Committee, and that said resolution has not been modified or rescinded.

\_\_\_\_\_  
Bonita J. Morgan, Assistant Secretary

Exhibit E

Resolution No: CDC10-02

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF  
THE CITY OF MAYWOOD SUPPORTING THE SUBMITTAL  
OF APPLICATIONS BY THE TRUST FOR PUBLIC LAND  
FOR STATEWIDE PARK PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the application; and

WHEREAS, upon approval of grant funds, said procedures established by the State Department of Parks and Recreation require the applicant to certify by execution of a grant contract with the State, their adherence to said procedures, including a land tenure requirement that requires the applicant to operate and maintain the project for a period of 20 to 30 years, based on the grant award; and

WHEREAS, the applicant may delegate the grant contract obligations, including land tenure to another party;

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission of the City of Maywood hereby:

Supports the filing of an application by The Trust for Public Land for the project at Maywood Avenue, City of Maywood, County of Los Angeles (the "Maywood Avenue Park Project"), and

1. Certifies that subject to the award of grant funds, upon satisfactory completion of the Maywood Avenue Park Project by The Trust for Public Land and the CDC, acting by and through its Building and Planning Department, agrees to accept the Maywood Avenue Park Project property and grant contract obligations, following the State's approval of the requested transfer;
2. Certifies that, upon successful transfer of the subject Maywood Avenue Park Project, the CDC has or will have sufficient funds to operate and maintain the Maywood Avenue Park Projects; and
3. Delegates the authority to the Director of Building and Planning to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for effective transfer of the grant contract obligations.

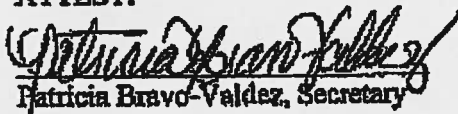
Approved and adopted the 9 day of February, 2010

I, the undersigned, hereby certify that the foregoing Resolution Number 10-02 was duly adopted by the Community Development Commission of the City of Maywood following a roll call vote:

PASSED, APPROVED AND ADOPTED this 9 day of February, 2010.

  
Ana Rosa Rizo, Chair

ATTEST:

  
Patricia Bravo-Valdez, Secretary

APPROVED AS TO FORM:

  
Marco A. Martinez, General Counsel

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.  
COMMUNITY DEVELOPMENT COMMISSION  
OF THE CITY OF MAYWOOD )

I, Patricia Bravo, Secretary of the Community Development Commission of the City of Maywood, do hereby certify that the foregoing Ordinance No. 10-02 was duly introduced and placed upon its first reading at a regular meeting of the Community Development Commission on the 9 day of February, 2010 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the Community Development Commission on the 9 day of February, 2010, by the following roll-call vote, to wit:

AYES: COMMISSIONERS: Varela, Martin, Guardado, Vice  
Chairmember Aguirre, and Chairmember Rizo.

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: None

ABSTAIN: COMMISSIONERS: None

  
Patricia Bravo-Valdez, Secretary